

1 GERALD S. KIM
2 State Bar No. 249886
3 BARRETT DAFFIN FRAPPIER
4 TREDER & WEISS, LLP
5 20955 Pathfinder Road, Suite 300
6 Diamond Bar, California 91765
7 (626) 915-5714 – Phone
8 (972) 661-7726 - Fax
9 File No. 3823994
10 ndcaecf@BDFGroup.com

11 Attorney for Movant

12 MIDFIRST BANK, ITS ASSIGNS AND/OR SUCCESSORS IN INTEREST

13 UNITED STATES BANKRUPTCY COURT

14 NORTHERN DISTRICT OF CALIFORNIA – OAKLAND DIVISION

15 In re:
16 ROSE LYNN ACOSTA,

CASE NO.: 12-46576-RLE-13

CHAPTER: 13

R.S. NO.: EAT-1465

17 STIPULATION RE: ADEQUATE
18 PROTECTION PAYMENTS
19 *[PROPERTY ADDRESS: 10 15TH STREET*
20 *RICHMOND, CA 94801]*

21 Debtor.

CONTINUED HEARING

DATE: January 22, 2014

TIME: 1:30 p.m.

PLACE: U.S. Bankruptcy Court
Courtroom 201, 2nd Floor
1300 Clay Street
Oakland, California

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23 IT IS HEREBY STIPULATED by and between creditor MIDFIRST BANK, (“Movant”),
24 through its attorneys of record, and debtor ROSE LYNN ACOSTA SMITH (“Debtor”), through her
25 attorneys of record, as follows:

26 1. Until Movant makes a decision in writing on the Debtor’s loan modification application,
27 the Debtor shall make her regular monthly payments in the amount of \$3,032.49 commencing January
28

01, 2014. The amount of these payments may be subject to change under the terms of the parties' original agreement. All payments due Movant hereunder must be paid to Movant at the following address: **Midfirst Bank, 999 NW Grand Boulevard, Suite 110, Oklahoma City, OK 73118.**

2. If any payment is not timely received, Movant shall serve written notice upon the Debtor's attorney (by facsimile), allowing the Debtor fourteen (14) calendar days from the date of service to cure the default. If Movant does not receive the amount in default before the expiration of said fourteen-day period, Movant may submit a declaration re: breach of condition and a proposed relief order to the Court.

3. If Debtor's loan modification application is denied, Movant may restore its Motion for Relief from the Automatic Stay to the court's calendar after fourteen (14) days written notice to all appropriate parties.

4. The foregoing terms and conditions shall be binding only during the pendency of this bankruptcy case. If, at any time, the stay is terminated by court order or by operation of law, the foregoing terms and conditions shall cease to be binding and Movant may proceed to enforce its remedies under applicable non-bankruptcy law.

PREPARED AND SUBMITTED BY:
BARRETT DAFFIN FRAPPIER TREDER & WEISS, LLP

/s/ Gerald S. Kim
GERALD S. KIM, ESQ.
Attorneys for Movant

Dated: January 9, 2014

APPROVED AS TO FORM AND CONTENT:
LAW OFFICES OF PATRICK L. FORTE

/s/ Patrick L. Forte
PATRICK L. FORTE, ESQ.
Attorneys for Debtor

Dated: January 09, 2014